File No. 704

19 1936

Collection No.

8/7/47

(15)

Pros. / Serial Nos.

Subject.

9

Suppression of Printed Matter

Fuses

Previous References.

Later References.

ARTICLES OF AGREEMENT made the day of one thousand nine hundred and

BETWEEN

(hereinafter called "the Nursing Superintendent / Tutor Sister / Nursing Sister") of the one part and the Secretary of State for India in Council (hereinafter called "the Secretary of State") of the other part.

WHEREAS the Secretary of State has agreed to engage the Nursing Superintendent / Tutor Sister / Nursing Sister to serve the Secretary of State as a Hospital Nursing Superintendent / Tutor Sister / Nursing Sister in the Bowring and Lady Curzon Civil Hospitals at Bangalore.

Now these presents witness and the parties hereto respectively agree as follows:—

1. That the Nursing Superintendent / Tutor Sister / Nursing Sister will, as soon as she may be directed on behalf of the Secretary of State, proceed to Bangalore, for which purpose she will be given the grant of a sea passage at second class "A" P. & O. rates or monoclass City or Anchor Lines from the United Kingdom to India, a single first class railway fare from the port of debarkation to Bangalore, and £30 for her outfit and incidental expenses. No hotel or other expenses incurred in the course of the journey will be allowed.

NOTE.—The Nursing Superintendent / Tutor Sister / Nursing Sister should, before leaving the United Kingdom, obtain a certificate from the High Commissioner for India that she is a member of the Nursing profession *in active practice* so that she may obtain the half rate concession allowed by Indian railways for members of this profession.

2. That the Nursing Superintendent / Tutor Sister / Nursing Sister will, on arrival in India, proceed to Bangalore, and report herself to the Residency Surgeon, Bangalore. / Nursing Superintendent, Bowring and Lady Curzon Civil Hospitals, Bangalore.

3. That the Nursing Superintendent / Tutor Sister / Nursing Sister will submit herself to the orders of the officers and authorities of the said Bowring and Lady Curzon Civil Hospitals, and will remain in the said service of the Secretary of State as a Nursing Superintendent / Tutor Sister / Nursing Sister of the said Bowring and Lady Curzon Civil Hospitals for the space of three years from the date of reporting her arrival at Bangalore as aforesaid.

4. That the Nursing Superintendent / Tutor Sister / Nursing Sister will employ herself efficiently and diligently in the said Bowring and Lady Curzon Civil Hospitals, under the orders and instructions of the officers and authorities aforesaid as a Hospital

Nursing Superintendent / Tutor Sister / Nursing Sister, in which capacity she will discharge all duties appertaining to that office, and do all things which may be required of her or which are necessary to be done in her capacity aforesaid.

5. That the Nursing Superintendent / Tutor Sister / Nursing Sister will not on any pretence absent herself from her duties without having first duly obtained the permission of the Residency Surgeon of the said hospitals and that she will devote her whole time to the duties of the service and will not undertake or attend to any private cases outside the said hospitals.

6. That the Nursing Superintendent / Tutor Sister / Nursing Sister will conform to all the rules and regulations of the said Bowring and Lady Curzon Civil Hospitals, including the Government Servants' Conduct Rules, and will obey all such lawful orders and directions as she shall from time to time receive from the officers and authorities of the said hospitals, and that in case she shall be guilty of insubordination or other misconduct or any breach or non-performance of any of the provisions of these presents, it shall be lawful for the Secretary of State, through the Residency Surgeon in charge of the said Bowring and Lady Curzon Civil Hospitals, to discharge her from her said service; and that upon such discharge she will forthwith peaceably leave the said hospitals and service.

7. That if at any time in the opinion of the Residency Surgeon of the Bowring and Lady Curzon Civil Hospitals, the Nursing Superintendent / Tutor Sister / Nursing Sister is found to be unsuitable for the appointment, she shall be given, with the approval of the Resident in Mysore, three months' notice in writing, and shall on the termination of such notice quit the service. In such a case the Nursing Superintendent / Tutor Sister / Nursing Sister will not be entitled to passage money home.

8. That if the Nursing Superintendent / Tutor Sister / Nursing Sister shall observe and comply with each and all the provisions of these presents, the Secretary of State will pay to her, for such time as she shall be actually in the service of the Secretary of State and shall perform her duties satisfactorily, a pay at the rate of Rs. 250–10–350 / Rs. 200–10–250 / Rs. 140–10/2–180 per mensem. In addition to pay, the Nursing Superintendent / Tutor Sister / Nursing Sister will be granted a boarding allowance of Rs. 45 and a uniform and washing allowance of Rs. 15 per mensem and will also be provided with free furnished residential quarters and free attendance.

9. Notwithstanding anything hereinbefore contained, the pay and leave pay admissible under these presents, whether payable in India or elsewhere, shall be subject to any emergency cut that may be ordered by the Government for the same period and on the same terms as for other officers under the administrative control of the Government.

10. That the pay and allowances payable to the Nursing Superintendent / Tutor Sister / Nursing Sister shall be payable monthly in India, commencing from the date of her reporting her arrival at Bangalore as aforesaid, and ceasing on the day of her quitting the service in India, or on the day of her discharge therefrom, or on the day of her death if she shall die whilst therein. She shall not be entitled to any pension, gratuity, or bonus, or to exchange compensation allowance.

11. The Nursing Superintendent / Tutor Sister / Nursing Sister is, for such time as she shall be actually in the service of the Secretary of State, placed in the first class (single fare only) for the purpose of travelling allowance.

12. The Nursing Superintendent / Tutor Sister / Nursing Sister will, during her continuance in the service, pay such subscriptions to the General Provident Fund as shall be payable under the rules for the time being in force (by which rules she agrees to be bound) and it shall be lawful for the Government to deduct the said subscriptions from any money that may be payable to the Nursing Superintendent / Tutor Sister / Nursing Sister under these presents or otherwise.

13. In any payments or recoveries which may be made under these presents in England or India, the rate of exchange between England and India fixed from time to time by the Secretary of State for India in Council in communication with the Lords Commissioners of the Treasury shall be observed. But if the Nursing Superintendent / Tutor Sister / Nursing Sister is, by competent authority, granted any leave admissible under the terms detailed below, she will be eligible for the special rate of exchange admissible under the Fundamental Rules for such leave, provided the payment is made in a place mentioned and subject to the conditions stated therein.

Leave Terms:—(1) In each calendar year the Nursing Superintendent / Tutor Sister / Nursing Sister will be entitled to one month's leave on full pay. This leave is not accumulated.

(2) After the completion of each term of five years' service as may prove feasible, due regard being had to the working of the Bowring and Lady Curzon Civil Hospitals, Bangalore, the Nursing Superintendent / Tutor Sister / Nursing Sister, if she is of non-Asiatic domicile as defined in Fundamental Rule 75, will be granted six months' leave to England on full average pay (pay means the pay she was drawing during each fifth year of her service), a single first class railway fare, and a sea passage at second class "A" P. & O. rates or monoclass City or Anchor Lines to England and back, provided she signs an agreement before proceeding on leave to return to India for a further tour of duty for three years, to be extended from year to year to five years as last hereinbefore provided, and subject to the refund of her passage money and railway fare if she leaves before completing three years' service. Previous service will count for purpose of fixing the pay of the Nursing Superintendent / Tutor Sister / Nursing Sister when she enters upon each new term of service.

14. That in particular the duties of the Tutor Sister / Nursing Sister include the teaching of pupil nurses in training, and nursing of European and Indian patients.

15. That, if at any time during the first three years of her engagement, reckoned from the date on which she reported her arrival in Bangalore, the Nursing Superintendent / Tutor Sister / Nursing Sister shall be guilty of any insubordination or other misconduct whereby she shall be subject to dismissal, she shall refund to the Secretary of State the whole of the allowance of £30 and shall further be liable to forfeit one month's pay, the cost of passage to India and the travelling allowance to Bangalore.

16. That if at any time during the first three years of her engagement, reckoned as above, the Nursing Superintendent / Tutor Sister / Nursing Sister shall wish to quit the service and shall have satisfactorily performed her duties up to that time, as to which the Residency Surgeon of the Bowring and Lady Curzon Civil Hospitals shall be sole and final judge as hereinafter provided, she shall give three months' notice in writing to the Residency Surgeon of the aforesaid hospitals and shall on the termination of that period be entitled to quit the service provided always that:—

(a) If the Nursing Superintendent / Tutor Sister / Nursing Sister quits the service during the first year of her engagement, reckoned as above, she shall refund to the Secretary of State the whole of the allowance of £30, the cost of passage to India and the travelling allowance to Bangalore.

(b) If the Nursing Superintendent / Tutor Sister / Nursing Sister shall quit the service during the second year of her engagement, reckoned as above, she shall refund to the Secretary of State two-thirds of the total sum repayable in sub-clause (a) above.

(c) If the Nursing Superintendent / Tutor Sister / Nursing Sister shall quit the service during the third year of her engagement, reckoned as above, she shall refund to the Secretary of State one-third of the total sum repayable in sub-clause (a) above.

NOTE:—The Resident in Mysore reserves to himself the right to remit charges under sub-clauses (a), (b) and (c) in special case.

17. That if on the termination of the third year of her engagement, reckoned as above, the Nursing Superintendent / Tutor Sister / Nursing Sister shall have satisfactorily performed her duties, she may be invited to extend her service from year to year on the same terms and conditions, so far as they may be applicable, subject however to the right of the Nursing Superintendent / Tutor Sister / Nursing Sister to determine such service at any time by giving three months' notice in writing to the said Residency Surgeon, and to the right of the Secretary of State to determine such extended service at any time after the expiration of five years from her first engagement, reckoned as aforesaid, by giving a similar notice to the Nursing Superintendent / Tutor Sister / Nursing Sister. Nothing in this clause shall interfere with the right of the Secretary of State to discharge the Nursing Superintendent / Tutor Sister / Nursing Sister at any time as laid down in clauses 6 and 7.

18. That if on the termination of five years' service under these presents, including the extended period of service as last hereinbefore provided, the Nursing Superintendent / Tutor Sister / Nursing Sister shall have satisfactorily at all times performed her duties, or if she shall be compelled at any time by ill-health not brought on by her own neglect, or carelessness or misconduct (of which the certificate of a Medical Board shall be conclusive) to quit such service or be discharged therefrom, and up to that time shall have performed her duties to the satisfaction of the said Residency Surgeon, she shall be provided by the Secretary of State with a sea passage at second class "A" P. & O. rates or moneclass City or Anchor Lines from India to the United Kingdom and a single first class railway fare from Bangalore to the port of embarkation.

19. That in the event of any difference or question arising between the parties or as to the meaning and construction of these presents or as to the duties to be performed by the Nursing Superintendent / Tutor Sister / Nursing Sister or whether the Nursing Superintendent / Tutor Sister / Nursing Sister has satisfactorily performed her duties so as to entitle her to a return passage to England or to a renewal of this agreement, or whether she has been guilty of inattention, neglect or misconduct or breach of any term of these presents warranting her discharge and entitling the Secretary of State to a refund of the passage money, railway fare and allowances for incidental expenses, such difference or question shall be referred to the Residency Surgeon of the Bowring and Lady Curzon Civil Hospitals, whose decision shall be final and binding on the parties hereto.

In witness whereof the parties have hereunto set their hands at the places and on the dates hereinafter specified respectively :—

Signed by the said

at this

day of

one thousand nine hundred and in the

presence of (1) .....

(2) .....

Signed by

this

day of one thousand nine hundred and

on behalf of the Secretary of State for India in Council.

ARTICLES OF AGREEMENT made the day

of one thousand nine hundred and

BETWEEN

(hereinafter called "the Nursing Superintendent / Tutor Sister / Nursing Sister") of the one part and the Secretary of State for India in Council (hereinafter called "the Secretary of State") of the other part.

WHEREAS the Secretary of State has agreed to engage the Nursing Superintendent / Tutor Sister / Nursing Sister to serve the Secretary of State as a Hospital Nursing Superintendent / Tutor Sister / Nursing Sister in the Bowring and Lady Curzon Civil Hospitals at Bangalore.

Now these presents witness and the parties hereto respectively agree as follows:—

1. That the Nursing Superintendent / Tutor Sister / Nursing Sister will, as soon as she may be directed on behalf of the Secretary of State, proceed to Bangalore, for which purpose she will be given the grant of a sea passage at second class "A" P. & O. rates or monoclass City or Anchor Lines from the United Kingdom to India, a single first class railway fare from the port of debarkation to Bangalore, and £30 for her outfit and incidental expenses. No hotel or other expenses incurred in the course of the journey will be allowed.

NOTE.—The Nursing Superintendent / Tutor Sister / Nursing Sister should, before leaving the United Kingdom, obtain a certificate from the High Commissioner for India that she is a member of the Nursing profession *in active practice* so that she may obtain the half rate concession allowed by Indian railways for members of this profession.

2. That the Nursing Superintendent / Tutor Sister / Nursing Sister will, on arrival in India, proceed to Bangalore, and report herself to the Residency Surgeon, Bangalore. / Nursing Superintendent, Bowring and Lady Curzon Civil Hospitals, Bangalore.

3. That the Nursing Superintendent / Tutor Sister / Nursing Sister will submit herself to the orders of the officers and authorities of the said Bowring and Lady Curzon Civil Hospitals, and will remain in the said service of the Secretary of State as a Nursing Superintendent / Tutor Sister / Nursing Sister of the said Bowring and Lady Curzon Civil Hospitals for the space of three years from the date of reporting her arrival at Bangalore as aforesaid.

4. That the Nursing Superintendent / Tutor Sister / Nursing Sister will employ herself efficiently and diligently in the said Bowring and Lady Curzon Civil Hospitals, under the orders and instructions of the officers and authorities aforesaid as a Hospital

Nursing Superintendent / Tutor Sister / Nursing Sister, in which capacity she will discharge all duties appertaining to that office, and do all things which may be required of her or which are necessary to be done in her capacity aforesaid.

5. That the Nursing Superintendent / Tutor Sister / Nursing Sister will not on any pretence absent herself from her duties without having first duly obtained the permission of the Residency Surgeon of the said hospitals and that she will devote her whole time to the duties of the service and will not undertake or attend to any private cases outside the said hospitals.

6. That the Nursing Superintendent / Tutor Sister / Nursing Sister will conform to all the rules and regulations of the said Bowring and Lady Curzon Civil Hospitals, including the Government Servants' Conduct Rules, and will obey all such lawful orders and directions as she shall from time to time receive from the officers and authorities of the said hospitals, and that in case she shall be guilty of insubordination or other misconduct or any breach or non-performance of any of the provisions of these presents, it shall be lawful for the Secretary of State, through the Residency Surgeon in charge of the said Bowring and Lady Curzon Civil Hospitals, to discharge her from her said service; and that upon such discharge she will forthwith peaceably leave the said hospitals and service.

7. That if at any time in the opinion of the Residency Surgeon of the Bowring and Lady Curzon Civil Hospitals, the Nursing Superintendent / Tutor Sister / Nursing Sister is found to be unsuitable for the appointment, she shall be given, with the approval of the Resident in Mysore, three months' notice in writing, and shall on the termination of such notice quit the service. In such a case the Nursing Superintendent / Tutor Sister / Nursing Sister will not be entitled to passage money home.

8. That if the Nursing Superintendent / Tutor Sister / Nursing Sister shall observe and comply with each and all the provisions of these presents, the Secretary of State will pay to her, for such time as she shall be actually in the service of the Secretary of State and shall perform her duties satisfactorily, a pay at the rate of Rs. 250–10–350 / Rs. 200–10–250 / Rs. 140–10/2–180 per mensem. In addition to pay, the Nursing Superintendent / Tutor Sister / Nursing Sister will be granted a boarding allowance of Rs. 45 and a uniform and washing allowance of Rs. 15 per mensem and will also be provided with free furnished residential quarters and free attendance.

9. Notwithstanding anything hereinbefore contained, the pay and leave pay admissible under these presents, whether payable in India or elsewhere, shall be subject to any emergency cut that may be ordered by the Government for the same period and on the same terms as for other officers under the administrative control of the Government.

10. That the pay and allowances payable to the Nursing Superintendent / Tutor Sister / Nursing Sister shall be payable monthly in India, commencing from the date of her reporting her arrival at Bangalore as aforesaid, and ceasing on the day of her quitting the service in India, or on the day of her discharge therefrom, or on the day of her death if she shall die whilst therein. She shall not be entitled to any pension, gratuity, or bonus, or to exchange compensation allowance.

11. The Nursing Superintendent / Tutor Sister / Nursing Sister is, for such time as she shall be actually in the service of the Secretary of State, placed in the first class (single fare only) for the purpose of travelling allowance.

12. The Nursing Superintendent / Tutor Sister / Nursing Sister will, during her continuance in the service, pay such subscriptions to the General Provident Fund as shall be payable under the rules for the time being in force (by which rules she agrees to be bound) and it shall be lawful for the Government to deduct the said subscriptions from any money that may be payable to the Nursing Superintendent / Tutor Sister / Nursing Sister under these presents or otherwise.

13. In any payments or recoveries which may be made under these presents in England or India, the rate of exchange between England and India fixed from time to time by the Secretary of State for India in Council in communication with the Lords Commissioners of the Treasury shall be observed. But if the Nursing Superintendent / Tutor Sister / Nursing Sister is, by competent authority, granted any leave admissible under the terms detailed below, she will be eligible for the special rate of exchange admissible under the Fundamental Rules for such leave, provided the payment is made in a place mentioned and subject to the conditions stated therein.

Leave Terms:—(1) In each calendar year the Nursing Superintendent / Tutor Sister / Nursing Sister will be entitled to one month's leave on full pay. This leave is not accumulated.

(2) After the completion of each term of five years' service as may prove feasible, due regard being had to the working of the Bowring and Lady Curzon Civil Hospitals, Bangalore, the Nursing Superintendent / Tutor Sister / Nursing Sister, if she is of non-Asiatic domicile as defined in Fundamental Rule 75, will be granted six months' leave to England on full average pay (pay means the pay she was drawing during each fifth year of her service), a single first class railway fare, and a sea passage at second class "A" P. & O. rates or monoclass City or Anchor Lines to England and back, provided she signs an agreement before proceeding on leave to return to India for a further tour of duty for three years, to be extended from year to year to five years as, last hereinbefore provided, and subject to the refund of her passage money and railway fare if she leaves before completing three years' service. Previous service will count for purpose of fixing the pay of the Nursing Superintendent / Tutor Sister / Nursing Sister when she enters upon each new term of service.

14. That in particular the duties of the Tutor Sister / Nursing Sister include the teaching of pupil nurses in training, and nursing of European and Indian patients.

15. That, if at any time during the first three years of her engagement, reckoned from the date on which she reported her arrival in Bangalore, the Nursing Superintendent / Tutor Sister / Nursing Sister shall be guilty of any insubordination or other misconduct whereby she shall be subject to dismissal, she shall refund to the Secretary of State the whole of the allowance of £30 and shall further be liable to forfeit one month's pay, the cost of passage to India and the travelling allowance to Bangalore.

16. That if at any time during the first three years of her engagement, reckoned as above, the Nursing Superintendent / Tutor Sister / Nursing Sister shall wish to quit the service and shall have satisfactorily performed her duties up to that time, as to which the Residency Surgeon of the Bowring and Lady Curzon Civil Hospitals shall be sole and final judge as hereinafter provided, she shall give three months' notice in writing to the Residency Surgeon of the aforesaid hospitals and shall on the termination of that period be entitled to quit the service provided always that:—

(a) If the Nursing Superintendent / Tutor Sister / Nursing Sister quits the service during the first year of her engagement, reckoned as above, she shall refund to the Secretary of State the whole of the allowance of £30, the cost of passage to India and the travelling allowance to Bangalore.

(b) If the Nursing Superintendent / Tutor Sister / Nursing Sister shall quit the service during the second year of her engagement, reckoned as above, she shall refund to the Secretary of State two-thirds of the total sum repayable in sub-clause (a) above.

(c) If the Nursing Superintendent / Tutor Sister / Nursing Sister shall quit the service during the third year of her engagement, reckoned as above, she shall refund to the Secretary of State one-third of the total sum repayable in sub-clause (a) above.

NOTE:—The Resident in Mysore reserves to himself the right to remit charges under sub-clauses (a), (b) and (c) in special case.

17. That if on the termination of the third year of her engagement, reckoned as above, the Nursing Superintendent / Tutor Sister / Nursing Sister shall have satisfactorily performed her duties, she may be invited to extend her service from year to year on the same terms and conditions, so far as they may be applicable, subject however to the right of the Nursing Superintendent / Tutor Sister / Nursing Sister to determine such service at any time by giving three months' notice in writing to the said Residency Surgeon, and to the right of the Secretary of State to determine such extended service at any time after the expiration of five years from her first engagement, reckoned as aforesaid, by giving a similar notice to the Nursing Superintendent / Tutor Sister / Nursing Sister. Nothing in this clause shall interfere with the right of the Secretary of State to discharge the Nursing Superintendent / Tutor Sister / Nursing Sister at any time as laid down in clauses 6 and 7.

18. That if on the termination of five years' service under these presents, including the extended period of service as last hereinbefore provided, the Nursing Superintendent / Tutor Sister / Nursing Sister shall have satisfactorily at all times performed her duties, or if she shall be compelled at any time by ill-health not brought on by her own neglect, or carelessness or misconduct (of which the certificate of a Medical Board shall be conclusive) to quit such service or be discharged therefrom, and up to that time shall have performed her duties to the satisfaction of the said Residency Surgeon, she shall be provided by the Secretary of State with a sea passage at second class "A" P. & O. rates or moncclass City or Anchor Lines from India to the United Kingdom and a single first class railway fare from Bangalore to the port of embarkation.

19. That in the event of any difference or question arising between the parties or as to the meaning and construction of these presents or as to the duties to be performed by the Nursing Superintendent / Tutor Sister / Nursing Sister or whether the Nursing Superintendent / Tutor Sister / Nursing Sister has satisfactorily performed her duties so as to entitle her to a return passage to England or to a renewal of this agreement, or whether she has been guilty of inattention, neglect or misconduct or breach of any term of these presents warranting her discharge and entitling the Secretary of State to a refund of the passage money, railway fare and allowances for incidental expenses, such difference or question shall be referred to the Residency Surgeon of the Bowring and Lady Curzon Civil Hospitals, whose decision shall be final and binding on the parties hereto.

In witness whereof the parties have hereunto set their hands at the places and on the dates hereinafter specified respectively :—

Signed by the said

at this

day of

one thousand nine hundred and in the

presence of (1) .....

(2) .....

Signed by

this

day of one thousand nine hundred and

on behalf of the Secretary of State for India in Council.

1520—5-2-1937—100—RPB.

ARTICLES OF AGREEMENT made the day

of one thousand nine hundred and

BETWEEN

(hereinafter called "the Nursing Superintendent / Tutor Sister / Nursing Sister") of the one part and the Secretary of State for India in Council (hereinafter called "the Secretary of State") of the other part.

WHEREAS the Secretary of State has agreed to engage the Nursing Superintendent / Tutor Sister / Nursing Sister to serve the Secretary of State as a Hospital Nursing Superintendent / Tutor Sister / Nursing Sister in the Bowring and Lady Curzon Civil Hospitals at Bangalore.

Now these presents witness and the parties hereto respectively agree as follows:—

1. That the Nursing Superintendent / Tutor Sister / Nursing Sister will, as soon as she may be directed on behalf of the Secretary of State, proceed to Bangalore, for which purpose she will be given the grant of a sea passage at second class "A" P. & O. rates or monoclass City or Anchor Lines from the United Kingdom to India, a single first class railway fare from the port of debarkation to Bangalore, and £30 for her outfit and incidental expenses. No hotel or other expenses incurred in the course of the journey will be allowed.

NOTE.—The Nursing Superintendent / Tutor Sister / Nursing Sister should, before leaving the United Kingdom, obtain a certificate from the High Commissioner for India that she is a member of the Nursing profession *in active practice* so that she may obtain the half rate concession allowed by Indian railways for members of this profession.

2. That the Nursing Superintendent / Tutor Sister / Nursing Sister will, on arrival in India, proceed to Bangalore, and report herself to the Residency Surgeon, Bangalore. / Nursing Superintendent, Bowring and Lady Curzon Civil Hospitals, Bangalore.

3. That the Nursing Superintendent / Tutor Sister / Nursing Sister will submit herself to the orders of the officers and authorities of the said Bowring and Lady Curzon Civil Hospitals, and will remain in the said service of the Secretary of State as a Nursing Superintendent / Tutor Sister / Nursing Sister of the said Bowring and Lady Curzon Civil Hospitals for the space of three years from the date of reporting her arrival at Bangalore as aforesaid.

4. That the Nursing Superintendent / Tutor Sister / Nursing Sister will employ herself efficiently and diligently in the said Bowring and Lady Curzon Civil Hospitals, under the orders and instructions of the officers and authorities aforesaid as a Hospital

Nursing Superintendent / Tutor Sister / Nursing Sister, in which capacity she will discharge all duties appertaining to that office, and do all things which may be required of her or which are necessary to be done in her capacity aforesaid.

5. That the Nursing Superintendent / Tutor Sister / Nursing Sister will not on any pretence absent herself from her duties without having first duly obtained the permission of the Residency Surgeon of the said hospitals and that she will devote her whole time to the duties of the service and will not undertake or attend to any private cases outside the said hospitals.

6. That the Nursing Superintendent / Tutor Sister / Nursing Sister will conform to all the rules and regulations of the said Bowring and Lady Curzon Civil Hospitals, including the Government Servants' Conduct Rules, and will obey all such lawful orders and directions as she shall from time to time receive from the officers and authorities of the said hospitals, and that in case she shall be guilty of insubordination or other misconduct or any breach or non-performance of any of the provisions of these presents, it shall be lawful for the Secretary of State, through the Residency Surgeon in charge of the said Bowring and Lady Curzon Civil Hospitals, to discharge her from her said service; and that upon such discharge she will forthwith peaceably leave the said hospitals and service.

7. That if at any time in the opinion of the Residency Surgeon of the Bowring and Lady Curzon Civil Hospitals, the Nursing Superintendent / Tutor Sister / Nursing Sister is found to be unsuitable for the appointment, she shall be given, with the approval of the Resident in Mysore, three months' notice in writing, and shall on the termination of such notice quit the service. In such a case the Nursing Superintendent / Tutor Sister / Nursing Sister will not be entitled to passage money home.

8. That if the Nursing Superintendent / Tutor Sister / Nursing Sister shall observe and comply with each and all the provisions of these presents, the Secretary of State will pay to her, for such time as she shall be actually in the service of the Secretary of State and shall perform her duties satisfactorily, a pay at the rate of Rs. 250–10–350 / Rs. 200–10–250 / Rs. 140–10/2–180 per mensem. In addition to pay, the Nursing Superintendent / Tutor Sister / Nursing Sister will be granted a boarding allowance of Rs. 45 and a uniform and washing allowance of Rs. 15 per mensem and will also be provided with free furnished residential quarters and free attendance.

9. Notwithstanding anything hereinbefore contained, the pay and leave pay admissible under these presents, whether payable in India or elsewhere, shall be subject to any emergency cut that may be ordered by the Government for the same period and on the same terms as for other officers under the administrative control of the Government.

10. That the pay and allowances payable to the Nursing Superintendent / Tutor Sister / Nursing Sister shall be payable monthly in India, commencing from the date of her reporting her arrival at Bangalore as aforesaid, and ceasing on the day of her quitting the service in India, or on the day of her discharge therefrom, or on the day of her death if she shall die whilst therein. She shall not be entitled to any pension, gratuity, or bonus, or to exchange compensation allowance.

11. The Nursing Superintendent / Tutor Sister / Nursing Sister is, for such time as she shall be actually in the service of the Secretary of State, placed in the first class (single fare only) for the purpose of travelling allowance.

12. The Nursing Superintendent / Tutor Sister / Nursing Sister will, during her continuance in the service, pay such subscriptions to the General Provident Fund as shall be payable under the rules for the time being in force (by which rules she agrees to be bound) and it shall be lawful for the Government to deduct the said subscriptions from any money that may be payable to the Nursing Superintendent / Tutor Sister / Nursing Sister under these presents or otherwise.

13. In any payments or recoveries which may be made under these presents in England or India, the rate of exchange between England and India fixed from time to time by the Secretary of State for India in Council in communication with the Lords Commissioners of the Treasury shall be observed. But if the Nursing Superintendent / Tutor Sister / Nursing Sister is, by competent authority, granted any leave admissible under the terms detailed below, she will be eligible for the special rate of exchange admissible under the Fundamental Rules for such leave, provided the payment is made in a place mentioned and subject to the conditions stated therein.

Leave Terms:—(1) In each calendar year the Nursing Superintendent / Tutor Sister / Nursing Sister will be entitled to one month's leave on full pay. This leave is not accumulated.

(2) After the completion of each term of five years' service as may prove feasible, due regard being had to the working of the Bowring and Lady Curzon Civil Hospitals, Bangalore, the Nursing Superintendent / Tutor Sister / Nursing Sister, if she is of non-Asiatic domicile as defined in Fundamental Rule 75, will be granted six months' leave to England on full average pay (pay means the pay she was drawing during each fifth year of her service), a single first class railway fare, and a sea passage at second class "A" P. & O. rates or monoclass City or Anchor Lines to England and back, provided she signs an agreement before proceeding on leave to return to India for a further tour of duty for three years, to be extended from year to year to five years as last hereinbefore provided, and subject to the refund of her passage money and railway fare if she leaves before completing three years' service. Previous service will count for purpose of fixing the pay of the Nursing Superintendent / Tutor Sister / Nursing Sister when she enters upon each new term of service.

14. That in particular the duties of the Tutor Sister / Nursing Sister include the teaching of pupil nurses in training, and nursing of European and Indian patients.

15. That, if at any time during the first three years of her engagement, reckoned from the date on which she reported her arrival in Bangalore, the Nursing Superintendent / Tutor Sister / Nursing Sister shall be guilty of any insubordination or other misconduct whereby she shall be subject to dismissal, she shall refund to the Secretary of State the whole of the allowance of £30 and shall further be liable to forfeit one month's pay, the cost of passage to India and the travelling allowance to Bangalore.

16. That if at any time during the first three years of her engagement, reckoned as above, the Nursing Superintendent / Tutor Sister / Nursing Sister shall wish to quit the service and shall have satisfactorily performed her duties up to that time, as to which the Residency Surgeon of the Bowring and Lady Curzon Civil Hospitals shall be sole and final judge as hereinafter provided, she shall give three months' notice in writing to the Residency Surgeon of the aforesaid hospitals and shall on the termination of that period be entitled to quit the service provided always that:—

(a) If the Nursing Superintendent / Tutor Sister / Nursing Sister quits the service during the first year of her engagement, reckoned as above, she shall refund to the Secretary of State the whole of the allowance of £30, the cost of passage to India and the travelling allowance to Bangalore.

(b) If the Nursing Superintendent / Tutor Sister / Nursing Sister shall quit the service during the second year of her engagement, reckoned as above, she shall refund to the Secretary of State two-thirds of the total sum repayable in sub-clause (a) above.

(c) If the Nursing Superintendent / Tutor Sister / Nursing Sister shall quit the service during the third year of her engagement, reckoned as above, she shall refund to the Secretary of State one-third of the total sum repayable in sub-clause (a) above.

NOTE:—The Resident in Mysore reserves to himself the right to remit charges under sub-clauses (a), (b) and (c) in special case.

17. That if on the termination of the third year of her engagement, reckoned as above, the Nursing Superintendent / Tutor Sister / Nursing Sister shall have satisfactorily performed her duties, she may be invited to extend her service from year to year on the same terms and conditions, so far as they may be applicable, subject however to the right of the Nursing Superintendent / Tutor Sister / Nursing Sister to determine such service at any time by giving three months' notice in writing to the said Residency Surgeon, and to the right of the Secretary of State to determine such extended service at any time after the expiration of five years from her first engagement, reckoned as aforesaid, by giving a similar notice to the Nursing Superintendent / Tutor Sister / Nursing Sister. Nothing in this clause shall interfere with the right of the Secretary of State to discharge the Nursing Superintendent / Tutor Sister / Nursing Sister at any time as laid down in clauses 6 and 7.

18. That if on the termination of five years' service under these presents, including the extended period of service as last hereinbefore provided, the Nursing Superintendent / Tutor Sister / Nursing Sister shall have satisfactorily at all times performed her duties, or if she shall be compelled at any time by ill-health not brought on by her own neglect, or carelessness or misconduct (of which the certificate of a Medical Board shall be conclusive) to quit such service or be discharged therefrom, and up to that time shall have performed her duties to the satisfaction of the said Residency Surgeon, she shall be provided by the Secretary of State with a sea passage at second class "A" P. & O. rates or moncclass City or Anchor Lines from India to the United Kingdom and a single first class railway fare from Bangalore to the port of embarkation.

19. That in the event of any difference or question arising between the parties or as to the meaning and construction of these presents or as to the duties to be performed by the Nursing Superintendent / Tutor Sister / Nursing Sister or whether the Nursing Superintendent / Tutor Sister / Nursing Sister has satisfactorily performed her duties so as to entitle her to a return passage to England or to a renewal of this agreement, or whether she has been guilty of inattention, neglect or misconduct or breach of any term of these presents warranting her discharge and entitling the Secretary of State to a refund of the passage money, railway fare and allowances for incidental expenses, such difference or question shall be referred to the Residency Surgeon of the Bowring and Lady Curzon Civil Hospitals, whose decision shall be final and binding on the parties hereto.

In witness whereof the parties have hereunto set their hands at the places and on the dates hereinafter specified respectively :—

Signed by the said

at this

day of

one thousand nine hundred and in the

presence of (1) .....

(2) .....

Signed by

this

day of one thousand nine hundred and

on behalf of the Secretary of State for India in Council.

1520—5-2-1937—100—RPB.